St. Nat. Bank (1901, C. C. A., 3d) 107 Fed. 897, 898. So that while the Bankruptcy Act seems to treat an indorser as an actual debtor, it does not do so in reality, for "debt" as used there may mean only "claim" or "liability." *Moch v. Market St. Nat. Bank, supra.* In the instant case, the court said that the debt was primarily that of the B. company, the officer being only contingently liable. Refusal to extend the doctrine of notice to such a case is believed to be sound.

G. L. K.

CARRIERS—CARMACK AMENDMENT—BILL OF LADING ISSUED BY CONNECTING CARRIER.—The plaintiff as shipper of live stock received a bill of lading from the initial carrier. The connecting carrier issued a second bill changing the liability by requiring 30 days' notice of claim in order to hold the carrier liable. *Held,* that the second bill was invalid for lack of consideration and because the enforcement of its terms would defeat the policy of the Carmack Amendment. *Missouri K. & T. Ry. Co. v. Ward* (1917) 37 Sup. Ct. 617.

This holding is a natural corollary to the rule already established under the Carmack Amendment that the bill of lading issued by the initial carrier applies to the entire transportation and fixes the rights and duties of all participating carriers. See *Georgia, Fla. & Ala. Ry. Co. v. Blish Milling Co.* (1915) 241 U. S. 190, 196, 36 Sup. Ct. 541, 544, and cases there cited.

CARRIERS—CARMACK AMENDMENT—PRESUMPTION AGAINST TERMINAL CARRIER.—In an action against the terminal carrier to recover damages for injury to goods, the plaintiff introduced evidence to show that the goods were delivered in good condition to the initial carrier and were received from the defendant in a damaged condition. The defendant contended that since the passage of the Carmack Amendment this did not make a *prima facie* case. *Held,* that the common law presumption against the terminal carrier was not superseded by the Carmack Amendment, which did not establish any presumption, but merely gave an optional remedy against the first carrier for the entire transportation. Salinger, J., *dissenting. Erisman v. Chicago B. & Q. R. Co.* (1917, Ia.) 163 N. W. 627.

The point decided is not new, even in Iowa (see cases cited on p. 631 of the opinion), but the case is worthy of note for its detailed reëxamination of the whole subject, with full discussion of both sides of the question and an apparently exhaustive collection of authorities.

CARRIERS — NON-DELIVERY — RESTRAINT OF PRINCES.—The defendants agreed with the plaintiffs to provide a steamer to proceed to Marionpol, and there load a cargo and carry it to Japan. On September 1, the defendants refused to name a steamer on the untrue assertion that the British government had prohibited steamers going to the Black Sea to load. The Turkish government closed the Dardanelles on September 26. The defendants pleaded "restraint of princes" as a justification of their breach of the charter-party. The ship would not have had time to reach the